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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **ARB.P. 679/2025**

**M/S DINESHCHANDRA R AGRAWAL INFRACON PVT LTD
THROUGH ITS DIRECTOR SHRI R K JOSHIPetitioner**

Through: Mr. Mayank Goel, Advocate.

versus

MUNICIPAL CORPORATION OF DELHI & ANR.

.....Respondents

Through: Mr. Siddhant Nath, Standing Counsel
along with Mr. Bhavishya Makhija and Mr.
Amaan Khan, Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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02.05.2025

I.A. 10939/2025 (Exemption)

1. Allowed, subject to all just exceptions.
2. Application stands disposed of.

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3. This petition is preferred on behalf of the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties arising out of Contract Agreement dated 15.03.2013.
4. As per the Petitioner, work of '*Remodelling of Drain No. 14 with the aim to avoid water logging in or around Purana Quila Road and Mathura Road to Yamuna River*' was awarded to the Petitioner by SDMC vide Letter



of Acceptance dated 12.02.2013. Work Order was issued on 01.03.2013, followed by Contract Agreement dated 15.03.2013. It is stated in the petition that MCD stopped the work on 14.02.2014 stating that there was some direction of the National Green Tribunal, *albeit* Petitioner was made to do minor works from time to time. On 31.05.2018, MCD directed the Petitioner to remove all materials, scaffolding, shuttering and other resources etc. from the site and on the same day, Petitioner preferred various claims for payment. It also sought reference of disputes under Clause 46 of 'Terms and Conditions of the Contract' to arbitration by a former Judge of the Supreme Court or the High Court.

5. Petitioner submits that thereafter MCD constituted a Dispute Resolution Committee ('DRC') and Petitioner filed its claims vide letter dated 04.11.2019, to which reply was filed on 16.12.2019 by MCD, however, no decision was taken by the DRC despite passage of several months. Petitioner thereafter reagitated its demand for appointment of an Arbitrator on 15.02.2021 followed by a reminder on 07.10.2021 but this was declined and once again, MCD reconstituted the DRC. On 28.06.2022, Chairman, DRC allowed the Petitioner's claims only to the extent of Rs. 2.4 crores as against Rs. 38 crores sought and illegally allowed Counter Claims of MCD to the tune of Rs. 204.80 lacs. Later, MCD itself issued a notice invoking arbitration but the Petitioner approached this Court for appointment of the Arbitrator.

6. Issue notice.

7. Mr. Siddhant Nath, learned counsel accepts notice on behalf of the MCD and on instructions, submits that MCD has no objection to the Sole Arbitrator being appointed by this Court as there is no denial to the existence



of Dispute Resolution Clause-46, which has been interpreted by various judicial orders as an arbitration clause and in this context, relies on the judgment of this Court in *M/s JMC Projects (India) Limited vs. South Delhi Municipal Corporation*, ARB.P. 632/2017, decided on 13.08.2020.

8. Learned counsel for the Petitioner submits that liberty be given to the Petitioner to raise objection to the Counter Claim of the MCD, if any, on the ground that it is time barred.

9. Accordingly, with the consent of the parties, Mr. Justice Shantanu Sharadchandra Kemkar, former Judge of the Bombay High Court (Mobile No. 7678080789), is appointed as the Sole Arbitrator to adjudicate the disputes between the parties. Arbitration proceedings will be held under the aegis of DIAC and as per its Rules. Fee of the Arbitrator shall be fixed as per fee schedule of DIAC Rules 2018.

10. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.

11. It is left open to the MCD to file its Counter Claim and Petitioner shall be at liberty to raise objection, if any. All rights and contentions of the parties are left open to be adjudicated by the learned Arbitrator.

12. It is made clear that this Court has not expressed any opinion on the merits of the case.

13. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

MAY 02, 2025/RW